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Attorney for Plaintiff

CHARTWELL STAFFING SERVICES INC.

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

CHARTWELL STAFFING SERVICES
INC.

Plaintiff,

v.

NORTH BAY DISTRIBUTION, INC.,

Defendant.

Case No. 2:23-cv-02033 TLN-AC

**ORDER RETAINING
JURISDICTION TO ENFORCE
SETTLEMENT AGREEMENT AND,
CONTINGENT UPON RETAINING
JURISDICTION, DISMISSING
ACTION WITH PREJUDICE
PURSUANT TO RULE 41(a)(2) OF
THE FEDERAL RULES OF CIVIL
PROCEDURE**

[Federal Rule Civ. Proc. 41(a)(2)]

1 WHEREAS, Plaintiff and Cross-defendant Chartwell Staffing Services Inc.
2 and Defendant and Cross-complainant North Bay Distribution, Inc., have entered
3 into a Settlement Agreement that resolves all of the claims and counterclaims in this
4 action;

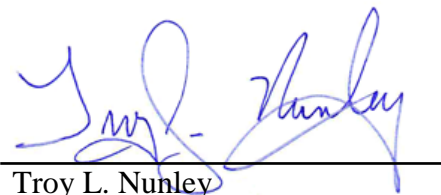
5 WHEREAS, the parties' Settlement Agreement states the parties agree to
6 jointly request that the Court retain jurisdiction to enforce the Settlement Agreement
7 and resolve any disputes between the parties with respect to any term of the
8 Settlement Agreement, and contingent upon the Court retaining jurisdiction, the
9 parties agree to dismiss their claims against each other with prejudice pursuant to
10 Federal Rule of Civil Procedure 41(a)(2);

11 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that this
12 Court shall retain jurisdiction for the purpose of enforcing the Settlement Agreement
13 and resolving any disputes between the parties with respect to any term of the
14 Settlement Agreement;

15 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that this
16 action is dismissed with prejudice, each party shall bear its own costs and attorneys'
17 fees.

18 **IT IS SO ORDERED.**

19
20 Date: January 5, 2024


Troy L. Nunley
United States District Judge